



DONALD L. WOLFE, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 12, 2006

IN REPLY PLEASE
REFER TO FILE: W-0

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 21, KAGEL CANYON,
NEGATIVE DECLARATION FOR MEMORANDUM OF UNDERSTANDING FOR THE
EXCHANGE OF WATER WITH THE CITY OF GLENDALE AND THE CITY OF
LOS ANGELES THROUGH THE LOS ANGELES DEPARTMENT OF WATER AND
POWER AND AUTHORITY TO EXECUTE THE MEMORANDUM OF
UNDERSTANDING
SUPERVISORIAL DISTRICT 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 21, KAGEL CANYON:**

1. Consider the enclosed Negative Declaration for the proposed Memorandum of Understanding for the Exchange of Water (see Exhibit A of the enclosed Negative Declaration) between the Los Angeles County Waterworks District No. 21, Kagel Canyon (District); the City of Glendale; and the City of Los Angeles through the Los Angeles Department of Water and Power (Los Angeles), find that the Memorandum of Understanding for the Exchange of Water will not have a significant effect on the environment, that the Negative Declaration reflects the independent judgment of the County, and approve the Negative Declaration.
2. Authorize the Director of Public Works, or his designee, to negotiate and execute the proposed enclosed Memorandum of Understanding for the Exchange of Water with Los Angeles and the City of Glendale.

3. Find that the Memorandum of Understanding for the Exchange of Water will have no adverse effect on wildlife resources and authorize Public Works to complete and file a Certificate of Fee Exemption with the Registrar-Recorder/County Clerk.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to authorize the Director of Public Works, or his designee, to execute a Memorandum of Understanding for the Exchange of Water that will allow the District to receive up to 250 acre-feet of potable water per year from Los Angeles and will require the City of Glendale to provide equal quantities of replacement water to Los Angeles from the City of Glendale's stored groundwater credits in the San Fernando Basin.

The District currently pays approximately \$1,300 per acre-foot for emergency water from Los Angeles. Under the Memorandum of Understanding for the Exchange of Water, the District will pay to Los Angeles the sum of \$200 per acre-foot for the cost of treatment, delivery, metering, and billing services. The District will also pay to the City of Glendale for each acre-foot of water a sum equal to the amount that the City of Glendale would pay to buy water from the Metropolitan Water District of Southern California. Based on the current Metropolitan Water District of Southern California's water rate, the District's total new cost, including payment to Los Angeles, would be \$653 per acre-foot. The Memorandum of Understanding for the Exchange of Water will provide the District with water supply reliability and cost savings through January 1, 2030, when the Memorandum of Understanding for the Exchange of Water will expire.

Implementation of Strategic Plan Goals

The recommended action is consistent with the County Strategic Plan Goals of Fiscal Responsibility and Service Excellence by allowing us to purchase reliable, good quality potable water at a reasonable price to serve the District's customers.

FISCAL IMPACT/FINANCING

There will be no negative fiscal impact as a result of this action.

The reduced water rates resulting from the execution of the proposed Memorandum of Understanding for the Exchange of Water will save the District approximately \$20,000 per year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the California Environmental Quality Act, any lead agency preparing a Negative Declaration must provide a public notice within a reasonable period of time prior to certification of the Negative Declaration. To comply with this requirement, a Public Notice was published in the San Fernando Valley Sun, the Los Angeles Bulletin, and the Metropolitan News Enterprise on September 1, 2005. Copies of the Negative Declaration were provided to the Los Angeles Public Library, Lake View Terrace Branch, for public review. Notices were also mailed to agencies and interested residents affected by the proposed Memorandum of Understanding for the Exchange of Water.

The public review period for the Negative Declaration ended on October 20, 2005. We received a letter in support of the Negative Declaration from Los Angeles and the City of Glendale (see Exhibits C and D of the enclosed Negative Declaration).

Based upon the Initial Study of Environmental Factors, the Negative Declaration determined that the project will not have a significant effect on the environment. Therefore, approval for the Negative Declaration is requested at this time.

Under the proposed Memorandum of Understanding for the Exchange of Water, the District will continue to receive potable water from Los Angeles in a quantity not to exceed 250 acre-feet per year through the existing interconnection between the District and Los Angeles' water systems. The City of Glendale will provide equal quantities of replacement water to Los Angeles from its stored groundwater credits in the San Fernando Basin.

The District has consulted with County Counsel during the preparation of the proposed Memorandum of Understanding for the Exchange of Water and related environmental documents. Prior to execution by the Director of Public Works, or his designee, the Memorandum of Understanding for the Exchange of Water will be executed by Los Angeles and the City of Glendale and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their action.

A fee must be paid to the California Department of Fish and Game when certain notices required by the California Environmental Quality Act are filed with the

The Honorable Board of Supervisors
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Registrar-Recorder/County Clerk. The County is exempt from paying this fee when the Board finds that a project will have no impact on wildlife resources. The Initial Study of Environmental Factors concluded that the proposed Memorandum of Understanding for the Exchange of Water will have no adverse effects on wildlife resources.

Upon approval of the Negative Declaration by your Board, we will file a Certificate of Fee Exemption with the Registrar-Recorder/County Clerk. We will also file a Notice of Determination in accordance with the requirements of Section 21152(a) of the California Public Resources Code. A \$25 handling fee will be paid to the Registrar-Recorder/County Clerk for processing.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Execution of this Memorandum of Understanding for the Exchange of Water will have no negative impact on current County services or projects.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Waterworks and Sewer Maintenance Division.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

SK:lm
BDL2204

Enc.

cc: Chief Administrative Office
County Assessor
County Counsel

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC WORKS

NEGATIVE DECLARATION

**WATER EXCHANGE AGREEMENT BETWEEN THE CITY OF GLENDALE,
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 21, KAGEL CANYON,
AND THE CITY OF LOS ANGELES THROUGH THE
LOS ANGELES DEPARTMENT OF WATER AND POWER**

I. Project Description

The Los Angeles County Waterworks District No. 21, Kagel Canyon (District), will enter into an Exchange of Water Agreement (Agreement) with the City of Glendale (Glendale) and the City of Los Angeles (Los Angeles) through the Los Angeles Department of Water and Power (Draft Agreement is attached as Exhibit A). Under this Agreement, the District will continue to receive potable water from Los Angeles in a quantity not-to-exceed 250 acre-feet per year through an existing service connection between the District and the Los Angeles Department of Water and Power. Glendale will provide equal amounts of replacement water to Los Angeles in the form of groundwater Stored Water Credits in the San Fernando Basin. Los Angeles will have the option to then pump this additional water to the extent permitted under the Water Rights Judgment awarded in the *City of Los Angeles vs. City of San Fernando, et al.*, Los Angeles Superior Court Case No. 650079. The District will compensate Glendale through Los Angeles for the water delivered and pay Los Angeles for the cost of treatment, delivery, metering, and billing of the delivered water.

II. Finding of No Significant Effect

The project will not have a significant negative impact on the environment. See attached Initial Study.

III. Basis for Finding of No Significant Effect

Glendale will transfer a portion of its water credits to Los Angeles as replacement for the potable water delivered to the District. Therefore, the proposed Agreement will result in no net increase in pumping of groundwater from the San Fernando Basin. In addition, the implementation of the Agreement will not require construction of new facilities or physical changes to the water systems involved.

Therefore, this Negative Declaration is filed pursuant to Section 15070 of the California Environmental Quality Act Guidelines.

Attach.

INITIAL STUDY OF ENVIRONMENTAL FACTORS

1. Project Title

Water Exchange Agreement Between the City of Glendale, Los Angeles County Waterworks District No. 21, Kagel Canyon, and the City of Los Angeles through the Los Angeles Department of Water and Power.

2. Lead Agency Name and Address

Los Angeles County Department of Public Works,
Waterworks and Sewer Maintenance Division,
P.O. Box 1460,
Alhambra, CA 91802-1460.

3. Contact Person and Phone Number

Ms. Eleni Hailu - (626) 300-3392

4. Project Location

The project location is the service area of the Los Angeles County Waterworks District No. 21, Kagel Canyon (Exhibit B).

5. Project Sponsor's Name and Address

Los Angeles County Department of Public Works,
Waterworks and Sewer Maintenance Division,
P.O. Box 1460,
Alhambra, CA 91802-1460.

6. General Plan Designation

N/A.

7. Zoning

N/A.

8. Description of Project

The Los Angeles County Waterworks District No. 21, Kagel Canyon (District), will enter into an Exchange of Water Agreement (Agreement) with the City of Glendale (Glendale) and the City of Los Angeles (Los Angeles) through the Los Angeles Department of Water and Power (Draft Agreement is attached as Exhibit A). Under this Agreement, the District will continue to receive potable water from Los Angeles in a quantity not-to-exceed 250 acre-feet per year through an existing service connection between the District and the Los Angeles Department of Water and Power (LADWP). Glendale will provide equal amounts of replacement water to Los Angeles in the form of Groundwater Stored Water Credits in the San Fernando Basin. Los Angeles will have the option to then pump this additional water to the extent permitted under the Water Rights Judgment awarded in the *City of Los Angeles vs. City of San Fernando, et al.*, Los Angeles Superior Court Case No. 650079. The District will compensate Glendale through Los Angeles for the water delivered and pay Los Angeles for the cost of treatment, delivery, metering, and billing of the delivered water.

9. Environmental Setting and Surrounding Land Uses

The District was originally established on December 9, 1935. The District currently operates under a Domestic Water Supply Permit issued by the State Department of Health Services (DHS) on October 18, 1955.

The District is located in the Lake View Terrace area of North San Fernando Valley, and serves a population of approximately 978 customers in Kagel Canyon and adjacent unincorporated areas of Los Angeles County through 244 active service connections (see Exhibit B). The District's service area spans roughly 134 acres and its distribution system consists of approximately seven miles of water mains.

The District uses two water supply sources, groundwater and purchased treated water, to serve its costumers. Groundwater extracted through three wells owned and operated by the District, constitutes approximately 55 percent of the total supply. The remaining 45 percent of the District's water supply comes from treated water purchased from the LADWP through a 2-inch-diameter connection with the District.

Because of persistent water quality problems with the District's groundwater wells and the high cost of LADWP water, the District's water rates are currently very high in comparison to other local water purveyors. In recent years, the District has sought to improve the source water reliability while reducing the cost of the water supply to its customers. The proposed Agreement will accomplish both objectives by ensuring a reliable water supply to the District through the year 2030 at a cost that is approximately 50 percent of the current LADWP water rate.

The proposed Agreement does not include any new construction of water facilities, infrastructure, or any other type of construction or land disturbance. The project, therefore, will not have any known environmental impacts to the project area. Furthermore, the project is not expected to induce growth through greater water availability, so there should not be economic, land use and planning, population and housing, or public service effects.

10. Other Agencies Whose Approval is Required (and Permits Needed)

City of Los Angeles

City of Glendale

California Department of Health Services – Drinking Water Program

Upper Los Angeles River Area Watermaster

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated," as indicated by the checklist on the following pages.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology/Soils
<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Hydrology/Water Quality	<input type="checkbox"/> Land Use/Planning
<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise	<input type="checkbox"/> Population/Housing
<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation	<input type="checkbox"/> Transportation/Traffic
<input type="checkbox"/> Utilities/Service Systems	<input type="checkbox"/> Mandatory Findings of Significance	

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project would have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Eleni Hailu
Signature

Eleni Hailu
Printed Name

12-26-05
Date

Los Angeles County Department of Public Works
Agency

EVALUATION OF ENVIRONMENTAL IMPACTS

EXCHANGE OF WATER AGREEMENT BETWEEN THE CITY OF GLENDALE, LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 21, KAGEL CANYON, AND THE CITY OF LOS ANGELES THROUGH THE LOS ANGELES DEPARTMENT OF WATER AND POWER

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants based on a project specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project level, indirect as well as direct, and construction as well as operational impacts.
- 3) "Potential Significant Impact" is appropriate if an effect is significant or potentially significant, or if the lead agency lacks information to make a finding of insignificance. If there are one or more "Potential Significant Impact" entries when the determination is made, an Environmental Impact Report (EIR) is required.
- 4) "Less Than Significant With Mitigation Incorporation" applies where the incorporation of mitigation measures has reduced an effect from "Potential Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVIII, "Earlier Analysis," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other California Environmental Quality Act process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration. Section 15063(c)(3)(D). Earlier analyses are discussed in Section XVIII at the end of the checklist.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). See the sample question below. A source list should be attached and other sources used or individuals contacted should be cited in the discussion.

ENVIRONMENTAL CHECKLIST FORM

EXCHANGE OF WATER AGREEMENT BETWEEN THE CITY OF GLENDALE, LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 21, KAGEL CANYON, AND THE CITY OF LOS ANGELES THROUGH THE LOS ANGELES DEPARTMENT OF WATER AND POWER

	Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
I. <u>AESTHETICS</u> - Would the project:				
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcrops, and historic buildings within a State scenic highway?				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X
II. <u>AGRICULTURE RESOURCES</u> - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?				X
b) Conflict with existing zoning for agricultural use or a Williamson Act contract?				X
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use?				X
III. <u>AIR QUALITY</u> - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				X
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region				X

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
		is nonattainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for zone precursors)?				
	d)	Expose sensitive receptors to substantial pollutant concentrations?				X
	e)	Create objectionable odors affecting a substantial number of people?				X
IV. <u>BIOLOGICAL RESOURCES</u> - Would the project:						
	a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
	b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
	c)	Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
	d)	Interfere substantially with the movement of any native resident, migratory fish, or wildlife species; or with established native resident or migratory wildlife corridors; or impede the use of native wildlife nursery sites?				X
	e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
	f)	Conflict with the provisions of an adopted Habitat Conservation Plan; Natural Community Conservation Plan; or other approved local, regional, or State habitat conservation plan?				X
V. <u>CULTURAL RESOURCES</u> - Would the project:						
	a)	Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
	b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				X
	c)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
	d)	Disturb any human remains, including those interred outside of formal cemeteries?				X

VI. GEOLOGY AND SOILS - Would the project:

	a)	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
		i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State geologist for the area or based on other substantial evidence of a know fault? Refer to Division of Mines and Geology Special Publication 42.				X
		ii) Strong seismic ground shaking?				X
		iii) Seismic-related ground failure, including liquefaction?				X
		iv) Landslides?				X
	b)	Result in substantial soil erosion or the loss of topsoil?				X
	c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?				X
	d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
	e)	Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X

VII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:

	a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
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			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
	b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
	c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
	d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code, Section 65962.5, and, as a result, would it create a significant hazard to the public or the environment?				X
	e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
	f)	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
	g)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
	h)	Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

VIII. HYDROLOGY AND WATER QUALITY - Would the project:

	a)	Violate any water quality standards or waste discharge requirements?				X
	b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
	c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which				X

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
		would result in substantial erosion or siltation on- or off-site?				
	d)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				X
	e)	Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?				X
	f)	Otherwise substantially degrade water quality?				X
	g)	Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
	h)	Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
	i)	Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
	j)	Inundation by seiche, tsunami, or mudflow?				X
IX. <u>LAND USE AND PLANNING</u> - Would the project:						
	a)	Physically divide an established community?				X
	b)	Conflict with any applicable land use plan, policy, or regulation of any agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
	c)	Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
X. <u>MINERAL RESOURCES</u> - Would the project:						
	a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?				X
	b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				X

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
XI. NOISE - Would the project result in:						
a)	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or ordinance or applicable standards of other agencies?					X
b)	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?					X
c)	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?					X
d)	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?					X
e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?					X
f)	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?					X
XII. POPULATION AND HOUSING - Would the project:						
a)	Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?					X
b)	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?					X
c)	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?					X
XIII. PUBLIC SERVICES						
a)	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities; need for new or physically altered governmental facilities; the construction of which could cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public					

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
		services:				
		Fire protection?				X
		Police protection?				X
		Schools?				X
		Parks?				X
		Other public facilities?				X

XIV. RECREATION

	a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
	b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

XV. TRANSPORTATION/TRAFFIC - Would the project:

	a)	Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?				X
	b)	Exceed, either individually or cumulatively, a level of service standard established by the County Congestion Management Agency for designated roads or highways?				X
	c)	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
	d)	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
	e)	Result in inadequate emergency access?				X
	f)	Result in inadequate parking capacity?				X
	g)	Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus				X

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
		turnouts, bicycle racks)?				
XVI. UTILITIES AND SERVICE SYSTEMS - Would the project:						
	a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
	b)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
	c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
	d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
	e)	Result in a determination by the wastewater treatment provider, which serves or may serve the project, that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
	f)	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
	g)	Comply with Federal, State, and local statutes and regulations related to solid waste?				X
XVII. MANDATORY FINDINGS OF SIGNIFICANCE						
	a)	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?				X
	b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				X

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
	c)	Does the project have environmental effects which will cause substantial adverse effects on human beings either directly or indirectly?				X

DISCUSSION OF ENVIRONMENTAL FACTORS

WATER EXCHANGE AGREEMENT BETWEEN THE CITY OF GLENDALE, LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 21, KAGEL CANYON, AND THE CITY OF LOS ANGELES THROUGH THE LOS ANGELES DEPARTMENT OF WATER AND POWER

I. AESTHETICS - Would the project:

a) Have a substantial adverse effect on a scenic vista?

No impact. The proposed project does not include any new construction of water facilities, infrastructure, or any other type of construction or land disturbance. Therefore, the project would not result in adverse impacts on scenic vistas.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No impact. The proposed project would not substantially damage scenic resources. See I.a. above.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

No impact. The proposed project would not substantially degrade the existing visual character or quality of the site and its surroundings. See I.a. above.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No impact. The proposed project would not include additional lighting systems or propose structures that could result in glare. See I.a. above.

II. AGRICULTURE RESOURCES - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?**

No impact. The proposed project area is not used for agricultural purposes or as Farmland. Therefore, the project would not convert any Farmland to nonagricultural use.

- b) Conflict with existing zoning for agricultural use or a Williamson Act contract?**

No impact. There is no active agriculture and no Williamson Act issues in the project area. Thus, the proposed project would not impact any existing zoning for agricultural uses or cancellation of Williamson Act contracts.

- c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use?**

No impact. The proposed project does not involve changes in the existing environment that could result in the conversion of Farmland to nonagricultural use.

III. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?**

No impact. The proposed project does not include any construction or land disturbing activities that would create air pollutants or require an air quality plan. Therefore, implementation of an air quality plan is not applicable for this project.

- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?**

No impact. The proposed project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. See III.a above.

- c) ***Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?***

No impact. The proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under any federal or state ambient air quality standard. See III.a above.

- d) ***Expose sensitive receptors to substantial pollutant concentrations?***

No Impact. The proposed project would not expose sensitive receptors to substantial pollutant concentrations. See III.a above.

- e) ***Create objectionable odors affecting a substantial number of people?***

No Impact. The proposed project would not create objectionable odors. See III.a above.

IV. BIOLOGICAL RESOURCES - Would the project:

- a) ***Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

No impact. The proposed project would not physically alter the project area in any way. Thus, the proposed project would have no impact on sensitive or special status species or their respective habitat.

- b) ***Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

No impact. See IV.a above.

- c) ***Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?***

No impact. See IV.a above.

- d) *Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?***

No impact. See IV.a above.

- e) *Conflict with any local policies or ordinances protecting biological resources such as a tree preservation policy or ordinance?***

No impact. The proposed project would not conflict with any local policies or ordinances protecting biological resources. See IV.a above.

- f) *Conflict with the provisions of an adopted Habitat Conservation Plan; Natural Community Conservation Plan; or other approved local, regional, or State Habitat Conservation Plan?***

No impact. The proposed project would not conflict with the provisions of an adopted Habitat Conservation Plan; Natural Community Conservation Plan; or other approved local, regional, or State Habitat Conservation Plan. See IV.a above.

V. CULTURAL RESOURCES - Would the project:

- a-d) *Cause a substantial adverse change in the significance of a historical or archaeological resource as defined in Section 15064.5; directly or indirectly destroy a unique paleontological resource, site, or unique geologic feature; or disturb any human remains, including those interred outside formal cemeteries?***

No impact. The proposed project does not involve any land alteration and thus no archaeological or paleontologic disturbances are possible within the proposed project scope. In addition, with no ground disturbing activities proposed, there would be no disturbances to potential burial sites or cemeteries. Therefore, there would be no impact on cultural resources.

VI. GEOLOGY AND SOILS - Would the project:

a) *Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:*

i) *Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the state geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.*

No impact. The proposed project does not include any construction or land disturbing activities. Therefore, the project would have no geologic or seismic impact on the project area.

ii) *Strong seismic ground shaking?*

No Impact. See VI.a.i above.

iii) *Seismic-related ground failure, including liquefaction?*

No Impact. See VI.a.i above.

iv) *Landslides?*

No Impact. See VI.a.i above.

b) *Result in substantial soil erosion or the loss of topsoil?*

No Impact. See VI.a.i above.

c) *Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?*

No Impact. See VI.a.i above.

d) *Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?*

No Impact. See VI.a.i above.

- e) *Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?*

No Impact. See VI.a.i above.

VII. **HAZARDS AND HAZARDOUS MATERIALS - Would the project:**

- a) *Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?*

No impact. The proposed project does not involve the routine transport, use, or disposal of hazardous materials.

- b-c) *Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment or emit hazardous emissions or handle hazardous materials, substances, or wastes within one-quarter mile of an existing or proposed school?*

No impact. The proposed project would not involve potential explosives, waste or any hazardous substances.

- d) *Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code, Section 65962.5, and, as a result, would it create a significant hazard to the public or the environment?*

No impact. The project site is not known to be a hazardous materials site. Therefore, the proposed project would not create a significant hazard to the public or the environment.

- e) *For a project located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?*

No impact. The proposed project does not involve construction or land disturbing activities within an airport land use plan or within a two-mile radius of a public airport or public use airport. Therefore, the proposed project would not result in safety hazards for people residing or working in the project area.

- f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?***

No impact. The proposed project does not involve construction or land disturbing activities in the vicinity of a private airstrip. Thus, the proposed project would have no impact relating to a safety hazard for people residing or working in the project area.

- g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?***

No impact. The proposed project would not impair or physically interfere with adopted emergency response or evacuation plans.

- h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?***

No impact. The proposed project would not expose people or structures to any significant risks involving wildland fires. In fact, the project would improve reliability of water supply for fire protection in the project area. Therefore, the proposed project would not result in adverse impacts related to risks associated with wildland fires.

VIII. HYDROLOGY AND WATER QUALITY - Would the project:

- a) Violate any water quality standards or waste discharge requirements?***

No impact. The water provided by the Los Angeles Department of Water and Power to the Los Angeles County Waterworks District No. 21, Kagel Canyon, is treated potable water that meets all state and federal water quality standards. In addition, the proposed project would not involve any discharges and thus would not violate waste discharge requirements. Therefore, the project would have no impact on the water quality standards or waste discharge requirements.

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?***

No impact. The proposed project would not influence the current groundwater pumping activities in the project area. As a result, the project would not deplete groundwater supplies. Therefore, no impacts to groundwater supplies or groundwater recharge are anticipated to occur.

- c-d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?**

No impact. The proposed project would not alter the present flow patterns. Therefore, the proposed project would have no impact on erosion, siltation, or on the rate, or amount of surface runoff.

- e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?**

No impact. The proposed project would not result in additional surface water runoff. Thus, there would be no impact on the existing or planned storm water drainage systems.

- f) Otherwise substantially degrade water quality?**

No impact. See VIII.a. above.

- g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?**

No impact. The proposed project would not place any housing within a 100-year flood hazard area.

- h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?**

No impact. The proposed project would not place any structures within a 100-year flood hazard area, which may impede or redirect flood flows.

- i) Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?**

No impact. The proposed project would not expose people or structures to a significant risk of loss, injury, or death involving flooding.

- j) Inundation by seiche, tsunami, or mudflow?**

No impact. The proposed project would not cause any inundation by seiche, tsunami, or mudflow.

IX. LAND USE AND PLANNING - Would the project:

a) Physically divide an established community?

No impact. The proposed project does not include any new construction of water facilities, infrastructure, or any other type of construction or land disturbance. Therefore, the project would have no impact on physically dividing an established community.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

No impact. The proposed project does not conflict with any applicable land use plan, policy, or regulation of any of the agencies with jurisdiction.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?

No impact. The proposed project would not conflict with any habitat conservation plan or natural community conservation plan adopted by any agency or community.

X. MINERAL RESOURCES - Would the project :

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

No impact. The proposed project would not deplete any known mineral resources.

b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No impact. The project site is not identified as a mineral resource recovery site in the local general plan, specific plan, or other land use plan. Therefore, the proposed project would have no impact on locally important mineral resource recovery site.

XI. NOISE - Would the project result in:

- a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***

No impact. The proposed project does not involve any construction or ground disturbing activities associated with the proposed project. Thus, there would be no noise impacts with project implementation.

- b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?***

No impact. See XI.a. above.

- c-d) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project or a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?***

No impact. See XI.a. above.

- e-f) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels or for a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?***

No impact. See XI.a. above.

XII. POPULATION AND HOUSING - Would the project:

- a) Induce substantial population growth in an area either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?***

No impact. The proposed project is not expected to result in population growth in the area directly or indirectly.

b-c) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere, or displace substantial numbers of people necessitating the construction of replacement housing elsewhere?

No impact. The proposed project would not displace substantial number of residents or houses, which would create a demand for additional housing elsewhere.

XIII. PUBLIC SERVICE

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services: Fire protection, police protection, schools, parks, other public facilities?

No impact. The proposed project would not affect public service and would not result in a need for new or altered governmental services in fire protection, police protection, schools, parks, or other public facilities.

XIV. RECREATION

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No impact. The proposed project would not increase the use of existing neighborhood or regional parks.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?

No impact. The proposed project does not include nor require the construction or expansion of any recreational facilities.

XV. TRANSPORTATION/TRAFFIC - Would the project:

- a) *Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?***

No impact. The proposed project does not include any new construction of water facilities, infrastructure, or any other type of construction or land disturbance. Therefore, there would not be an increase in traffic to the project area as a result of project implementation.

- b) *Exceed, either individually or cumulatively, a level of service standard established by the County Congestion Management Agency for designated roads or highways?***

No impact. See XV.a. above.

- c) *Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location, that results in substantial safety risks?***

No impact. See XV.a. above.

- d) *Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?***

No impact. The proposed project does not involve any design for new facilities or infrastructure. Therefore, the project would have no impact on hazards due to design features. See XV.a. above.

- e) *Result in inadequate emergency access?***

No impact. The proposed project would not result in inadequate emergency access. See XV.a. above.

- f) *Result in inadequate parking capacity?***

No impact. The proposed project would not result in inadequate parking capacity. See XV.a. above.

- g) *Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?***

No impact. The proposed project would not conflict with adopted policies, plans, or programs supporting alternative transportation.

XVI. UTILITIES AND SERVICE SYSTEMS - Would the project:

- a) *Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?***

No impact. The project would not result in contamination or an increase in discharge of wastewater that might affect wastewater treatment.

- b) *Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

No impact. The proposed project would not result in the construction of new water or wastewater treatment facilities.

- c) *Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

No Impact. The proposed project would not result in the construction of new storm water drainage facilities or expansion of existing facilities.

- d) *Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?***

No impact. The proposed project would not result in a need for additional water supplies. Therefore, the project would have no impact on existing water supply entitlements and resources.

- e) *Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?***

No impact. No increase in the number of wastewater discharge facilities would occur as a result of the proposed project. Therefore, the proposed project would have no impact on wastewater treatment.

- f-g) *Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs and comply with federal, state, and local statutes and regulations related to solid waste?***

No impact. The proposed project would not generate solid waste.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

- a) *Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?***

No impact. Based on findings in this environmental review, the proposed project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish and wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, or eliminate important examples of the major periods of California history or prehistory. Therefore, the impact of the proposed project on plant community is not expected to cause an adverse impact to the environment.

- b) *Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?)***

No impact. The proposed project would not have impacts that are individually limited but cumulatively considerable.

- c) *Does the project have environmental effects which would cause substantial adverse effects on human beings, either directly or indirectly?***

No impact. The proposed project would not have a direct or indirect detrimental environmental impact on human beings.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING FOR THE EXCHANGE OF WATER

BETWEEN AND AMONG THE

CITY OF GLENDALE,
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 21, KAGEL CANYON,
AND
CITY OF LOS ANGELES THROUGH
THE LOS ANGELES DEPARTMENT OF WATER AND POWER

THIS AGREEMENT is made and entered into by and between the **CITY OF GLENDALE**, hereinafter referred to as "**Glendale**"; the **LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 21, KAGEL CANYON**, hereinafter referred to as "**District**"; and the **CITY OF LOS ANGELES** through the **LOS ANGELES DEPARTMENT OF WATER AND POWER**, hereinafter referred to as "**Los Angeles**." Glendale, District, and Los Angeles shall collectively be referred to as the "**Parties**."

RECITALS

WHEREAS, District supplies water to customers in an unincorporated area of Los Angeles County known as "Kagel Canyon", identified on the map attached hereto as Exhibit A; and

WHEREAS, Glendale and Los Angeles share pumping rights and each have an account for banked or stored water supplies in the San Fernando Basin under the terms of the Water Rights Judgment, as that term is defined herein; and

WHEREAS, Glendale, District, and Los Angeles agree to an exchange of water to supply water to the District, under the terms and conditions specified herein; and

WHEREAS, Los Angeles has notified the California Department of Health Services of this Agreement.

NOW, THEREFORE, in consideration of the provisions and mutual promises herein contained, **IT IS AGREED:**

I. DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

“Billing Period” means each two-month period of time during which Los Angeles provided, and billed for, Delivered Water to the District.

“Delivered Water” means the amount of metered water actually delivered to the District by Los Angeles through the WWD21 Service Connection.

“MWD Rate” means the Metropolitan Water District of Southern California, Tier 1 Full Service Treated Volumetric Cost (\$443 per acre-foot as of January 1, 2005). The MWD Rate is updated each January 1.

“Stored Water Credits” means and refers to the credits for “Stored Water” (as defined in Section 2.1 [36] of the Water Rights Judgment) in the San Fernando Valley Basin, granted to Los Angeles and Glendale under the terms of the Water Rights Judgment.

“Stored Water Credit Account” means Los Angeles’ and Glendale’s respective accounts of Stored Water Credits under the terms of the Water Rights Judgment.

“Watermaster” means the Upper Los Angeles River Area (ULARA) Watermaster.

“Water Rights Judgment” means and refers to the judgment in the action entitled *City of Los Angeles v. City of San Fernando, et al.*, Los Angeles Superior Court Case No. 650079, as may be amended from time to time.

“WWD 21” means the District.

“WWD 21 Service Connection” means and refers to the existing Los Angeles municipal water system metered service connection supplying the District, presently located at 11302 Kagel Canyon Street, bearing Los Angeles’ Service Number 3007949.

“Year” or “Agreement year” as used in this Agreement, means the period of time commencing October 1 and ending September 30 of the following calendar year.

II. DELIVERY AND EXCHANGE OF WATER

A. Los Angeles will deliver the quantity of water as may be accepted by the District through the WWD 21 Service Connection, in a quantity not to exceed 250 acre-feet per year/108,900 billing units per year (1 billing unit equals = 100 cubic feet). Glendale will provide equal amounts of replacement water to Los Angeles in the form of transfers of groundwater Stored Water Credits in the San Fernando Basin. District will compensate Glendale, through Los Angeles, in the manner set forth in Section III below, for the quantities of water delivered (Delivered Water) through the WWD 21 Service Connection, and pay Los Angeles for the delivery, metering, and billing of the Delivered Water, also as set forth in Section III.A below.

B. Los Angeles will receive from Glendale replacement water in the form of Stored Water Credits. The amount of the Stored Water Credits shall be equivalent to the amount of Delivered Water. With the assistance of the Watermaster, Glendale's Stored Water Credit Account will be debited, and Los Angeles' Stored Water Account will be credited as set forth in Section III.D below. Los Angeles will have the option to pump this water when it chooses to the extent permitted under the Water Rights Judgment, by law, and by jurisdictional regulatory bodies.

C. The District shall take reasonable steps to ensure that the Delivered Water is used only within the District's service territory limits.

D. The District shall accept from Los Angeles no greater quantity of water as its customers may require for reasonable and beneficial uses, limited to residential and commercial uses. Provided, however, that the maximum quantity of water delivered by Los Angeles to the District and the maximum amount of Stored Water Credits transferred from Glendale to Los Angeles, by way of this exchange Agreement, shall not exceed 250 acre-feet per year.

E. All water taken by the District from the service connection with Los Angeles shall be water in a like condition to that served to other customers of Los Angeles.

F. Glendale shall have no obligation to Los Angeles, District or to the public with respect to the Delivered Water, including, but not limited to: water service, water quality, interruptions, pressure, maintenance, repairs, or billing matters. District and Los Angeles, jointly and severally, shall indemnify, defend, and hold harmless Glendale, its officers, agents and employees against any claim, loss, or liability arising out of or relating to the Delivered Water and Delivered Water service.

III. PAYMENT, BILLING, AND ACCOUNTING FOR WATER CREDITS

A. District's Compensation to Glendale for Delivered Water

Following receipt of a Statement of Water Delivered (Statement) pursuant to Section III.C below, District will compensate Glendale by making payment to Los Angeles, for Glendale's account, for the Delivered Water at the MWD Rate in effect at the time of delivery of the Delivered Water. In turn, Los Angeles will be responsible for remitting to Glendale all payments made by the District for Glendale's account. Glendale's billing rate to the District shall be adjusted automatically to any new MWD Rate, with a 30-day notice to District, concurrently with any change in the MWD Rate.

B. District's Payment to Los Angeles for Water Service

Following receipt of a Statement pursuant to Section III.C below, District will pay Los Angeles, for Los Angeles' own account, for the delivery, metering, and billing of the Delivered Water at the rate of \$200.00 per acre-foot. Additionally, and automatically, in the first month of the Agreement year, the then-current per acre-foot price for the delivery, metering, and billing of the water delivered shall be multiplied by the percentage change in the consumer price index (CPI) for the month of January of the then-current agreement year for the Los Angeles-Riverside-Orange County Indexes All Urban Consumers, published by the Bureau of Labor Statistics of the U.S. Department of Labor, from the month of January of the previous year. The resulting product shall be the new per acre-foot price for the delivery, metering, and billing of the water delivered for next year. Los Angeles shall promptly notify the parties of the change. In no event shall the per acre-foot price for the delivery, metering, and billing of the water delivered for any year be less than the per acre-foot price for the expiring year.

C. Billing Procedure

For each Billing Period, Los Angeles shall invoice the District for the delivery and metering of Delivered Water by the 30th day following the end of the Billing Period in which the Delivered Water was delivered. Los Angeles shall concurrently provide Glendale with a copy of the invoice, along with a Statement. The Statement shall contain both: 1) the amount of payment due to Glendale for Glendale's account for the Delivered Water during the Billing Period pursuant to Section III.A above; and 2) the amount of reimbursement due to Los Angeles for Los Angeles' account for the Delivered Water during the Billing Period under Section III.B above. District shall reimburse Los Angeles for said items within 30 days of receipt of the Statement. Failure by the District to timely pay the reimbursement can result in Los Angeles' termination of this Agreement following 60 days' written notice of termination delivered to the District. Notwithstanding the foregoing, this Agreement shall not terminate if the failure to pay is due to a dispute over the amount of the payment, in which case the Agreement will continue while the parties attempt to resolve said dispute. Upon request, Los Angeles shall provide Glendale and/or District with copies of or access to any and all information and documentation as may reasonably be required to verify the amount of Delivered Water or any information contained in the Statement.

D. Water Rights Credits

Upon receipt of the District's full payment for Delivered Water during the previous Billing Period, Glendale shall transmit to the Watermaster and to Los Angeles a written notice (Notice of Approval) in the form attached hereto as Exhibit "B" and incorporated herein by this reference approving the transfer of Stored Water Credits from Glendale's Stored Water Credit Account to Los Angeles' Stored Water Credit Account. Unless and until Glendale affirmatively approves the Statement by submitting a Notice of Approval for each Billing Period, no Stored Water Credits shall be transferred for that Billing Period.

Upon receipt of Glendale's Notice of Approval, the Watermaster will account for the exchange of Stored Water Credits by debiting Glendale's Stored Water Credit Account and crediting Los Angeles' Stored Water Credit Account in an amount equal to the amount of Delivered Water delivered to District during the preceding Billing Period, as reflected in the Notice of Approval. For purposes of the Watermaster's accounting under the Water Rights

Judgment, the transfer of Stored Water Credits shall reduce Glendale's Stored Water Credits only, unless Glendale specifies otherwise in a written notice to the Watermaster. The transfer of Water Credits shall not be deemed to be a reduction of Glendale's accumulated import return water credits or an extraction of physical solution water under the Water Rights Judgment.

IV. BREACH

Each Party's rights and obligations under this Agreement shall not be affected, excused or delayed by any disputes between the other two parties or upon the Watermaster's refusal or failure to proceed according to this Agreement.

The waiver of any Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

V. EFFECTIVE DATES/TERMINATION

This Agreement shall be effective on the date it is executed by all Parties and will expire by its own operation on January 1, 2030, unless sooner terminated as provided herein.

Notwithstanding the foregoing, Glendale shall have the right to reduce the quantity of water to which the District is entitled under this Agreement from 250 acre-feet annually to 150 acre-feet annually upon providing six months' prior written notice of said reduction to all other Parties. In addition, Glendale shall have the right to terminate this Agreement upon providing one year's prior written notice of termination to all other Parties. Also, notwithstanding the foregoing, Los Angeles shall have the paramount right to terminate this Agreement to the extent the Charter of the City of Los Angeles requires Los Angeles shall have said right by law.

VI. INDEMNITY

Subject to paragraph II.F of this Agreement, and notwithstanding the provisions of Government Code Section 895 *et. seq.*, each Party shall indemnify and hold harmless every other Party, and its officers, departments, employees, agents and representatives, from and against any and all claims, demands, losses, costs and/or liabilities which are due to and/or arise from any

acts, errors, or omissions of said Party, its officers, departments, employees or agents, occurring in the performance of this Agreement.

VII. NOTICES

All notices provided under this Agreement must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either: (1) personally delivered to the address indicated below; or (2) on the third business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or (3) on the date of transmission by facsimile to the facsimile number provided below. All notices, demands, or requests shall be addressed to the following:

Director of Water Resources
Los Angeles Department of Water and Power
111 N. Hope Street, Room 1460
Los Angeles, CA 90012
Facsimile: (213) 367-1131

Water Services Administrator
Glendale Water and Power
141 N. Glendale Avenue, Level 4
Glendale, CA 91206
Facsimile: (818) 552-2852

Director of Public Works
Los Angeles County Department of Public Works
Waterworks and Sewer Maintenance Division
900 S. Fremont Avenue
Alhambra, CA 91803
Facsimile: (626) 300-3385

Upper Los Angeles River Area Watermaster
ULARA Watermaster Office
111 N. Hope Street, Room 1450
Los Angeles, CA 90012
Facsimile: (213) 367-0939

VIII. OTHER PROVISIONS

A. Any changes, modifications, deletions, alterations to, or extensions of this Agreement must be in writing, and signed by all Parties hereto.

B. No Party may assign, delegate, or otherwise transfer any of its benefits and/or obligations under this Agreement. This Agreement is intended only for the benefit of the Parties thereto and does not, nor shall it be interpreted to convey any benefits to any nonsignatory to this Agreement. Any attempted assignment shall be void for all purposes and shall constitute a material breach upon which any other Party may immediately terminate or suspend this Agreement.

C. Should any part, term, or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms, and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired, or affected thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in triplicate.

**DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES BY
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES**

Date: _____ By: _____
General Manager
And: _____
Secretary

Approved "As to Form and Legality"

Date: _____

By: _____
Deputy City Attorney

CITY OF GLENDALE

Date: _____ By: _____
City Manager

Approved "As to Form"

Date: _____

By: _____
Deputy City Attorney

**LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 21, KAGEL CANYON**

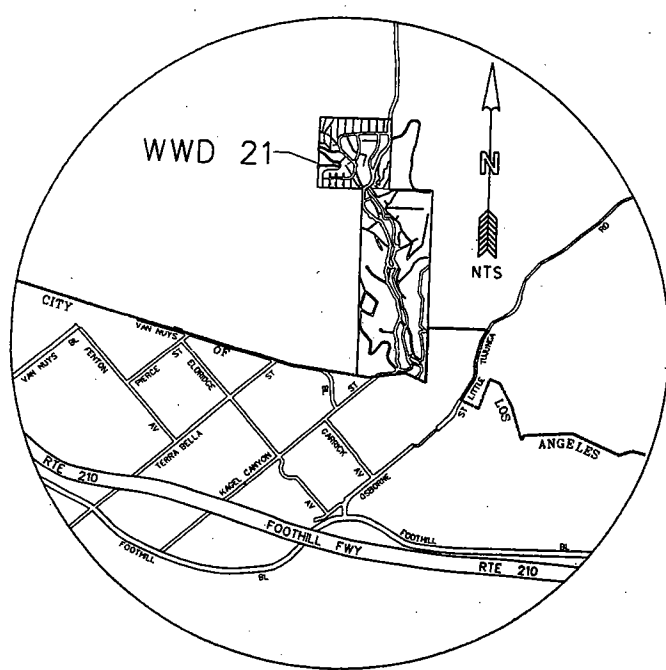
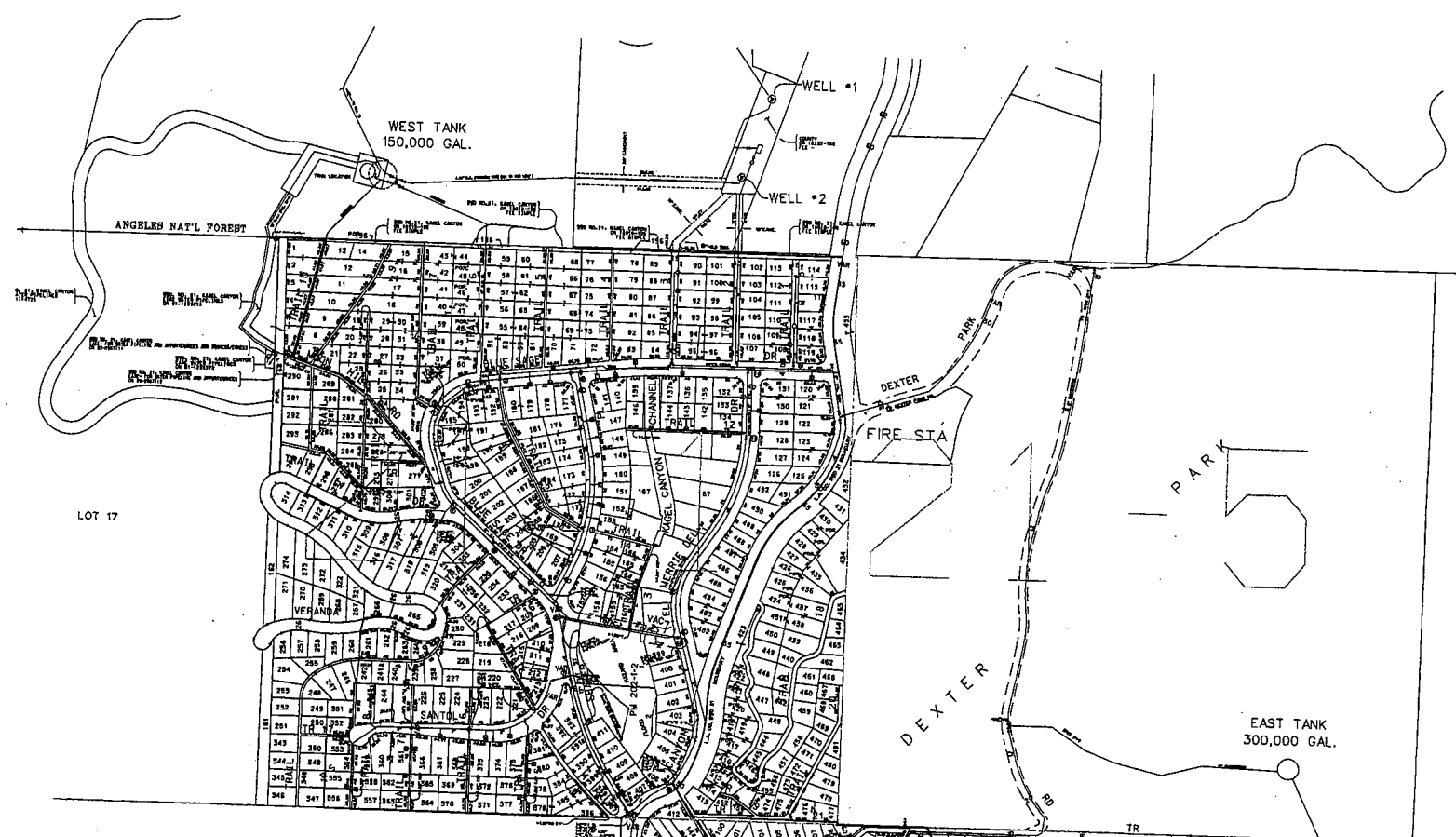
Date: _____ By: _____
Director of Public Works

Approved "As to Form"

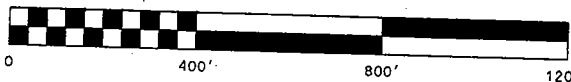
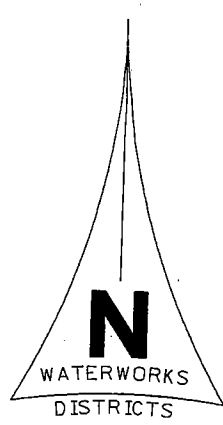
Date: _____

By: _____
Principal Deputy County Counsel

EXHIBIT B



VICINITY MAP



SCALE 1" = 400'

				WATERWORKS AND SEWER MAINTENANCE DIVISION			
				DEPARTMENT OF PUBLIC WORKS			
				LOS ANGELES COUNTY			
				WATERWORKS DISTRICT NO. 21			
				KAGEL CANYON			
				WATER DISTRIBUTION			
				SYSTEM			
				KEY INDEX			
DATE	DRAWN	CHECK'D	REVISIONS	DATE	DRAWN BY	CHECKED BY	
				11/02	J. KITTO		

WWD 2021 INDEX, WWD 21, 2021-11-02

Department of Water and Power



EXHIBIT C
the City of Los Angeles

ANTONIO R. VILLARAIGOSA
Mayor

RONALD F. DEATON, *General Manager*

October 12, 2005

Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, California 91802-1460

Dear Mr. Wolfe:

Subject: Comments on Draft Negative Declaration and Initial Study on the proposed Water Exchange between the Los Angeles County Waterworks District No. 21 and the Cities of Glendale and Los Angeles

The Los Angeles Department of Water and Power (LADWP) has reviewed the draft Negative Declaration (ND) and Initial Study (IS) for the proposed water exchange between the Los Angeles County Waterworks District No. 21, the City of Glendale, and the City of Los Angeles through LADWP. We concur that the proposed water exchange will not have a significant negative impact on the environment and therefore support the findings of the ND and IS.

We noticed that the Draft Memorandum of Understanding (MOU) for the water exchange presented in Exhibit A contains an older version of the MOU. LADWP requests that the final ND and IS contain the most recent version of the MOU (enclosed). The inclusion of the older MOU has no bearing on the finding of the ND and IS and should not require the preparation of a new ND and IS.

If you have any questions, please contact Mr. Mario Acevedo of my staff at (213) 367-0932.

Sincerely,

Thomas M. Erb
Director of Water Resources

MA:mm

Enclosure

c: Mr. Mario Acevedo

Water and Power Conservation ...a way of life

111 North Hope Street, Los Angeles, California 90012-2607 Mailing address: Box 51111, Los Angeles 90051-5700
Telephone: (213) 367-4211 Cable address: DEWAPOLA

Recyclable and made from recycled waste.





CITY OF GLENDALE, CALIFORNIA
City Attorney

EXHIBIT D

613 East Broadway, Room 220
Glendale, California 91206-4394
(818) 548-2080 Fax (818) 547-3402
www.ci.glendale.ca.us

October 20, 2005

Fred Pfaffle, Esq.
Assistant County Counsel
County of Los Angeles
Post Office Box 1460
Alhambra, CA 91802-1460

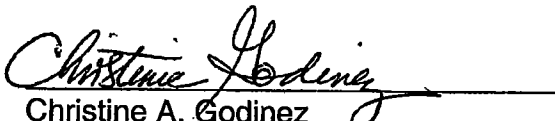
Re: Los Angeles County Waterworks District No. 21, Kagel Canyon
Water Exchange Agreement with the Cities of Glendale and Los
Angeles (Draft Negative Declaration and Initial Study)

Your File: W-0

Dear Fred:

The City of Glendale has reviewed the Draft Negative Declaration relative to the Kagel Canyon Water Exchange Agreement referenced above. Glendale has no comments regarding the draft document other than the fact that the attached version of the Agreement (Exhibit A) is not the final version of the contract.

Very truly yours,


Christine A. Godinez
Assistant City Attorney
Glendale Water & Power

Cc: Ignacio Troncoso, GWP Director
Peter Kavounas, GWP Water Services Administrator
Julie Conboy, Deputy City Attorney, LADWP